Previous references.

Sls 4-7

1903.

(Gen. Finance)

Gen Fin File No. 285 of 03

Serial Nos. 8 to 10

Later references.

P 16 E

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 8 to 10

Part B. for

SUBJECT.

Purchase of Sir. K. Seshadri Iyer's house at Mysore.

Sl. 8 H. 2795 d 11 4 04 to the Officer in charge of the State Huzur Treasury through the Comptroller, Mysore Govt. Forwards for safe custody in the State Huzur Treasury the deed of the 30th Nov 1903 executed by Mr. K Doraisan Iyer and his brothers conveying to Govt. the late Sir. K. Seshadri Iyer's house at Mysore and requests an acknowledgment

Sl 9. No 1569 d 13. 4. 04 from the Officer in charge of the State Huzur Treasury. Acknowledges the receipt of the deed referred to Sl 8 above

Sl. 10 H. 2895 d 22. 4. 04 to the Officer in charge of the State Huzur Treasury thro' the Comptroller, Mysore Govt.

Records the above Correspondence

G. R. S. 58

Document of sale of the
Devonia house at Clyne

This is drawn up in the archaic style adopted & practised by professional conveyancers, and can only be properly scrutinized by a practical conveyancer. But as far as I can judge the document appears sufficient to pass the property in the house to fort, as contemplated, though a much more simple form of conveyance in ordinary modern English would have been equally effective.

Passing over the facts (with the details of which I am not conversant) I make note below of one or two points connected with the form of the document.

Page 2, lines 3 & 4. "And from the same & every part thereof released" etc is bad grammar. It should be changed to "and from liability in respect of which the said vendors & each of them are hereby released" etc; or it may be omitted altogether, as previous payment implies satisfactory performance of the liability to make further payments

Page 2, line 6 After the word "his predecessors in office" may be inserted in brackets the words "(for and on behalf of the said Corporation)" (see the Maharaja of Mysore). & cf. page 3, line 7 of the heading in which may also be changed as above. Artts, page 4, line 5.

Page 4, line 10 The word "lawful" may be omitted.

Page 5, line 2 The word "that" is misplaced & may be omitted

Page 5, last line, Legg's query against costs of the said purchaser: This, I believe, is the usual provision, since the additional costs are done at the instance of the purchaser for his own better security, over & above the execution of the conveyance.

Stewart for Sol. Advocates
General
17/10/13

The Sol. Advocate writes as follows:-

"The draft deed of conveyance is all right except in one instance, namely, in the following mistake

of 'at cost of the purchaser'
it [redacted] at their cost, as in
Law the vendors at their cost
must make good their title or any
act of theirs previous to the date
sale which interferes with the
peaceable enjoyment of the purchaser
of the property.

I do not agree in the
first Advocate's opinion in regard
to the [redacted] particular
clause under consideration. (I
say nothing about the general
principle). The object of the clause
is to provide for the doing of acts & things which the purchaser
thinks is necessary "for further and
more perfectly assuring" the property
purchased. This is a different
thing from being responsible for
defects in title etc. [redacted] and
in the absence of a special agree-
ment to the contrary, it is for the
purchaser in the former case to
bear the expenses of acts which
he requires done over and above the
[redacted] act of executing.
In expressing my opinion (which I
submit for what it is worth) I
would refer to the following (among
others) passages in Morris's Practice

forms of agreements :- pages 16, 22, 26, 28, 31, 33, 36, 37, 41, 49, etc. etc. £370. (The pages are marked with a pencil cross) —

In regards stamp, the Govt Advocate says "The deed is exempt "from stamp duty, as the stamp duty "in the case of conveyance has under the "provision the Stamp Act [illegible] to be borne "by the purchaser, & the Government being "the purchaser, the deed is under the Stamp Act exempted from the duty." by purchaser;

As regards payment of duty vide s. 29 cl (e) of Stamp Act. The exemption is probably in virtue of a notification under the Regn; this may be ascertained from the Revenue Dept. other provision under S.3. last clause

10.10.03

The matter after all is one for special agreement at this stage. The stamp may be borne by Govt under the last cl. of S.3, thus deed would be exempt. It is but fair & accg to usual practice, that the Regn fees & other costs shd be borne by the vendors. Draft Regd accg submitted for approval

20/10/3

Keep Copy & send on my letter with draft

26/10/3

13490/20.+.03

To the Dewan.

all right

23.X.03

Mr Srikanthaswamy

Called personally and showed some books to prove that the costs of further assurances should be borne by the purchaser. He is therefore for allowing the draft to be as originally drawn (leaving out the red ink alterations in the Penultimate Draft). The author (book submitted herewith) Williams on R.P. & P. 552 does) bears him out. As he seems to be particular there is no harm in accepting the original draft as far as I see, as I do not suppose that that

clause will ever have
to be utilised.

Yours sincerely
H.M.
2/11/3

To the Dewan.

13741
2.+1.03

05156
We need not comment
on the remarks
about Legislative
Power. The Council
will deal with it
under separate
cover if it
should remain
the vendors also
should be called
upon to test. My
Board purchasers
is quite of the opinion
that

3.XI.03

Mr Srikanthesvaraiyer has again written to say that the clause may either be scored out, or retained as it was originally inserted. If the Dewan approves, either course may be adopted. Order is solicited as to what should be done.

3908/7.11.03.

To the Dewan.

7/11/3

15443

Memorandum
Memorandum
Memorandum

I wish the deed had been drawn up in intelligible English or Kannada language. Type this as altered.

12/11/3

Submitted

The deed of conveyance has been received duly registered. The Govt order directing the payment of the purchase money & connected papers are, it is stated, with the Private Secretary to the Dewan. May the document be sent to the Huzur Treasury Officer for safe custody.

24/2/04 Submitted to the Dewan for perusal. The Deed, after return, will be sent to the Huzur Treasury for safe custody. 26/3/04

167 dc 26.3.04.

Manager To see H BR for necessary

FC B/L make this note one file - Keep copies of this deed for the file

Draft

3 copies

31.III.04

07987 yr endorsement

Subs:) (7)

Office Draft. (Docket.)

The Mysore Government,
neral & Revenue Secretariat,
Revenue Branch.

To

The Officer in charge of the
State Huzur Treasury - Bangalore
Thro' the Comptr & Auditor
Govt of H.H. the Maharaja
of Mysore

Date of passing the draft
Date of despatch 11-4-04

Regd. No. 7C2795
File No. & date (if any)

No. of Encls. 1

S18

Has the honor to forward herewith
Safe custody in the State Huzur Treasury
the deed of 30th Novr. 1903 executed by Rao
K. Doraswami Iyer, ~~K. Krishnadoyt~~ K
Viswanatha Iyer & K. Ramaswami Doyt
Conveying ~~the house belonging to~~ Sir K.
Seshadri Iyer's house at Bangalore to Govt
and to request and to request an ac
-knowledgment.

B.O.
Nanjundiah
for Secretary

Note for issue
Please hand in
receipt and place it

7.C. 7/4

Compd. 9/4

Parakala Mutt Road, on the East by Ananduttha Mutt Compound and Narayana Sastry Road on or towards the South by Maramallappa's School and on or towards the West by Dewan's Road and which said hereditaments and premises are enclosed in and surrounded by a compound wall and in the occupation of the said Vendors to have and to hold the hereditaments and premises hereby granted or expressed so to be unto the said purchaser and to the use of the Government of His Highness the Maharaja of Mysore for ever and the said Vendors do and each of them doth hereby for themselves himself their and each of their heirs executors and administrators covenant with the said purchaser and his successors in office that notwithstanding any act deed or thing by the said Vendors done or executed or knowingly suffered to the contrary they the said Vendors now have good right to grant the hereditaments and premises hereby granted or expressed so to be and to the said purchaser for the use of the Government of His Highness the Maharaja of Mysore in manner aforesaid and that the said purchaser and his successors may at all times hereafter -

hereafter ~~peaceably~~ and quietly possess and enjoy the said hereditaments and premises and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the said Vendors or any person or persons lawfully or equitably claiming from under or in trust for them or any of them and free from all incumbrances whatsoever made or suffered by the said Vendors or any person or persons lawfully or equitably claiming as aforesaid. In Witness Whereof the said Vendors have hereunto set and subscribed their hands and seals the day and year first above written.

Signed sealed and delivered by the within named K. Doraswami Iyer in the presence of Sd/ K. Srikantia Sd/ K. Doraswami

K. Krishna Iyer in the presence of Sd/ E. R. Subrayer. Sd/ K. Krishna Iyer

K. Visvanatha Iyer in the presence of Sd/ P. V. Venkateswaradyer. Sd/ K. Visvanatha Iyer

K. Ramaswami Iyer in the presence of Sd/ P. V. Venkateswaradyer. Sd/ K. Ramaswami Iyer

Presented on 15th March 1904 at 10-30 A.M. in the office of the District Registrar by the

the undersigned under four general powers of attorney produced & all dated 24th January 1903 and attested 1 by Mr. A Rungaswamy Iyengar, Judge Mysore Chief Court 2 and 3 by Mr. S. Vinayanatha Iyer, City Magistrate Bangalore and 4 by Mr. Sultan Mohadeen Presidency Magistrate and Justice of the peace of Madras authorizing the undersigned to present and admit execution on behalf of Messrs. K. Doraswamy Iyer, K. Krishna Iyer, K. Visvanatha Iyer and K. Ramaswami Iyer

Sd/. C. Srikantesvara Aiyr.

The undersigned admits execution of this document on behalf of Messrs. K. Doraswami Iyer, K. Krishna Iyer, K. Visvanatha Iyer and K. Ramaswami Iyer under the power aforesaid.

Sd/. C. Srikantesvara Aiyr.

The identity of the representative Mr. C. Srikantaiswara Iyer, Assistant Commissioner is well known to the undersigned

Sd/. D. Devaraj Urs
Dy. Registrar

Bangalore
15-3-04.

"Copy"

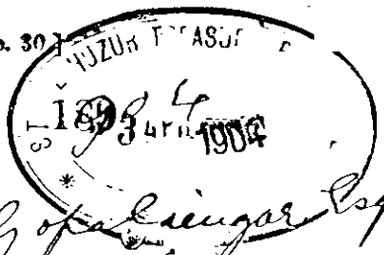
C. Srikantesvara Aiyr

Compd.
9/4/04.

for Offg. Secretary.

Sl. 9

Gen. Serial No. 30



From B. Gopalaiengar Esqr
Officer in charge
State Huzur Treasury

To L. Anantarama Row Esqr
Offg The Chief Secretary to the Govt of
Dewan of Mysore.
General Revenue Depts

Dated 13th

Despatched 13 April/04

Received

Enclosures No.

General No. 1569
No.

In reply to No Fl 2795 of 11th apl/04

SUBJECT.

Acknowledging receipt of the Deed of 30 Nov/03 executed by Lr K. Doraswamy Iyer & his brothers for the purchase by late Lr Seshadry Iyer's heirs at Mysore.

References—(to be entered only in the Dewan's Office).

(Rev Fl
13/4/04
1

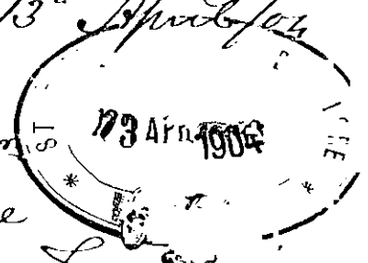
File putup

No 1569

State Huzur Treasury

Bangalore 13th April 1904

From B. Gopalaiyar Esqr.
Officer in Charge
of the State Huzur Treasury



To L. Anantasvami Rao Esqr. B.A
Offg Secretary to the Govt of H.H.
the Maharaja of Mysore
General & Rev Depts.

Sir

I have the Honor to acknowledge receipt this day direct of the Deed dated 30th Novr 03 executed by Mr K. Doraswami Iyer & his brother conveying to Government the late Sir K. Seshadri Iyer's house at Mysore forwarded with your No F.L 2795 dated the 11th Instant thro' the Comptroller of Mysore for safe custody in this Treasury.

I have the honor to be
Sir
Your most Obedient
Servant

B. Gopalaiyar

Officer in Charge
State Huzur Treasury

Mysore Govt. Gen. & Rev. Secretariat,
Revenue Branch.

File No. (if any) and its date—

SE. 10

No. SC 2855

dy 22/4/09

Office Draft.

Progs. of the Govt. of H. H. the Maharaja of Mysore.

Read:

Correspondence ending with letter No 1565 of 13th April 1904 from the Officer in charge of the State Huzur Treasury acknowledging receipt of the deed of the 30th Nov. 1903 executed by Mr. K. Doraswami Iyer and his brothers conveying to Govt. the late Sir K. Seshadri Iyer's house at Mysore forwarded through the Comptr.

Order: The Govt. of H. H. the Maharaja of Mysore for safe custody in the State Huzur Treasury.

Order:-

Recorded.

21/IV.

Secretary

To

The Officer in charge of the
State Huzur Treasury
through the Comptroller
to the Govt of H. H. the Maharaja
of Mysore.

T.C 21/4.

Counter 21/4.